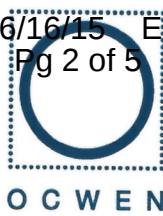


Exhibit F



Joe Nguyen
Vice President and Assistant General Counsel

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April 29, 2015

ResCap Liquidating Trust
8400 Normandale Lake Blvd., Suite 175
Minneapolis, MN 55437
Facsimile: 724-288-9864
Attn: Tammy Hamzhepour, Chief Business Officer
Telephone: 952-594-6066
email: tammy.hamzhepour@rescapestate.com

Re: Revised Claim Notice for Indemnification under Asset Purchase Agreement.

Dear Ms. Hamzhepour:

Reference is made to (i) the Asset Purchase Agreement, dated as of November 2, 2012 (as amended, the "**Asset Purchase Agreement**"), entered into between Ocwen Loan Servicing, LLC ("**Ocwen**"), Residential Capital, LLC ("**Residential Capital**") and certain of its Affiliates identified as Sellers therein (collectively, the "**Sellers**"); (ii) the Indemnity Escrow Agreement, dated as of February 15, 2013 (the "**Escrow Agreement**"), entered into among Ocwen, ResCap (for itself and on behalf of the other Sellers) and JPMorgan Chase Bank, N.A. (the "**Escrow Agent**"), (iii) that certain letter dated February 14, 2014 sent by Ocwen to the Sellers with respect to claims for indemnification under the Asset Purchase Agreement (the "**Initial Claim Notice**") and (iv) that certain letter dated March 25, 2015 sent by the ResCap Liquidating Trust (together with Residential Capital, "**ResCap**") requesting the release of certain amounts from the Indemnity Escrow Account and the Lease Stipulation Escrowed Funds (the "**ResCap Release Request**"). Capitalized terms used and not defined herein shall have the respective meanings ascribed to them in the Asset Purchase Agreement.

In accordance with Section 11.4 of the Asset Purchase Agreement and Section 3 of the Escrow Agreement, Ocwen (on behalf of itself and other Purchaser Group Members) hereby delivers this revised Claim Notice to the Sellers to provide an update on the matters listed in the Initial Claim Notice. The items below track each item set forth in the Initial Claim Notice.

1. Claims in connection with Records Management.

We refer to the various pleadings, briefs and other documents that have been generated on this issue in the matter of Ocwen Loan Servicing, LLC v. The ResCap Liquidating Trust, 14-02388-MG (Bankr. S.D.N.Y.). As per previous estimates provided to ResCap, the Losses incurred by Ocwen with respect to this matter are estimated to be more than \$10,000,000, plus legal fees and expenses.

2. Servicing Advances

- a. Ocwen has now determined that the issues identified in the Initial Claims Notice related to Servicing Advances have resulted in Losses equal to \$12,054,975.55, plus legal fees and expenses. A document referred to as Exhibit A that provides the supporting detail with respect to these Losses is being transmitted by electronic mail to the Sellers concurrently herewith.
- b. As stated in the Initial Claims Notice, the issues related to the Services Advances constitute a breach of Section 4.9 of the Asset Purchase Agreement. Losses incurred by Ocwen in connection therewith are subject to indemnification by Sellers pursuant to Section 11.1 of the Asset Purchase Agreement.

3. *Deutsche Bank Trust Company Americas as Trustee for RALI2007QS3 v. Barry F. Mack.*

Subject to and without in any way waiving or otherwise compromising any rights that Ocwen or any other Purchaser Group Member may have under the Asset Purchase Agreement, any Ancillary Agreement or any other agreements between any Purchaser Group Member and any Seller at law or in equity with respect to this matter (as more fully described in the Initial Claims Notice), Ocwen hereby withdraws its claim for indemnification by Sellers pursuant to Section 11.1 of the Asset Purchase Agreement with respect to this matter.

4. NJ NOI Cure Claims.

Subject to and without in any way waiving or otherwise compromising any rights that Ocwen or any other Purchaser Group Member may have under the Asset Purchase Agreement, any Ancillary Agreement or any other agreements between any Purchaser Group Member and any Seller at law or in equity with respect to this matter (as more fully described in the Initial Claims Notice), Ocwen hereby withdraws its claim for indemnification by Sellers pursuant to Section 11.1 of the Asset Purchase Agreement with respect to this matter.

5. Secure Axxess, LLC Claim.

Subject to and without in any way waiving or otherwise compromising any rights that Ocwen or any other Purchaser Group Member may have under the Asset Purchase Agreement, any Ancillary Agreement or any other agreements between any Purchaser Group Member and any Seller at law or in equity with respect to this matter (as more fully described in the Initial Claims Notice), Ocwen hereby withdraws its claim for indemnification by Sellers pursuant to Section 11.1 of the Asset Purchase Agreement with respect to this matter.

In light of the revisions to the Claim Notice as outlined about, an updated summary of the amounts being claimed is as follows:

Claims in Connection with Records Management	More than \$10,000,000
Claims in Connection with Servicing Advances	\$12,054,975.55
Claims in Connection with Mack Matter	\$0 (withdrawn)
NJ NOI Cure Claims	\$0 (withdrawn)
Secure Axxess Claim	<u>\$0 (withdrawn)</u>
TOTAL:	More than \$22,054,975.55


As the total amount of pending claims against the Indemnity Escrow Account (which do not include legal fees and expenses that also constitute indemnified Losses under the Asset Purchase Agreement) exceeds the current balance of the Indemnity Escrow Account (which as of 3/31/15 equaled \$ 21,640,870.64), it is not appropriate to release any amounts from the Indemnity Escrow Account at this time. However, Ocwen is prepared to immediately enter into discussions with ResCap in an effort to outline a path forward for resolving the remaining pending claims as promptly as is reasonably practicable.

Lastly, in response to the issue raised in the ResCap Release Request with respect to the release of the Lease Stipulation Escrowed Funds, Ocwen agrees that all such funds should be released at this time and would be happy to execute the necessary documentation in order to facilitate such release.

[Remainder of Page Intentionally Left Blank]

Sincerely,

OCWEN LOAN SERVICING, LLC

By: 
Name: Joe Nguyen
Title: Vice President & Assistant General Counsel

cc:

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[Revised Indemnity Claim Notice]